Exhibit A

Escrow Agreement

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (as the same may be amended or modified from time to time pursuant hereto, this "Agreement") is made and entered into as of June 25, 2021, among **BUCKINGHAM SENIOR LIVING COMMUNITY, INC.** (the "Company"), **UMB BANK, N.A.,** in its capacity as successor master trustee (the "Master Trustee" and together with the hereinafter defined Bond Trustees, the "Trustee") under the Master Trust Indenture, Deed of Trust and Security Agreement dated as July 1, 2007, as supplemented by the Supplemental Indenture Number 1, dated as of July 1, 2007, the Supplemental Indenture Number 2, dated as of September 1, 2014 and the Supplemental Indenture Number 3, dated as of August 1, 2015 (as supplemented, the "Master Indenture") between the Company, as initial Member of the Obligated Group and The Bank of New York Mellon Trust Company, National Association, as prior master trustee and **REGIONS BANK**, an Alabama banking company, as escrow agent (the "Escrow Agent", collectively with the Company and the Trustee, the "Parties", or individually, a "Party").

PRELIMINARY STATEMENT

The Company owns and operates The Buckingham ("Buckingham"), a continuing care retirement community located in Houston, Texas. For the benefit of the Company, the Tarrant County Cultural Education Facilities Finance Corporation (the "Issuer") issued its Retirement Facility Revenue Bonds (Buckingham Senior Living Community, Inc. Project) Series 2007 in original aggregate principal amount of $70,220,000 (the "Series 2007 Bonds") and its Retirement Facility Revenue Bonds (Buckingham Senior Living Community, Inc. Project) Series 2014 in original aggregate principal amount of $18,575,000 (the "Series 2014 Bonds") pursuant to the Indenture of Trust dated as of July 1, 2007 between Tarrant County Cultural Education Facilities Finance Corporation (the "Issuer") and The Bank of New York Mellon Trust Company, National Association, as prior trustee, as supplemented by the Supplement No. 1 to Indenture of Trust dated as of September 1, 2014 (as supplemented, the "2007 Bond Indenture") between the Issuer and The Bank of New York Mellon Trust Company, National Association, as prior trustee and its Retirement Facility Revenue Bonds (Buckingham Senior Living Community, Inc. Project) Series 2015A Fixed Rate Bonds in original aggregate principal amount of $50,880,000 (the "Series 2015A Bonds"), its Retirement Facility Revenue Bonds (Buckingham Senior Living Community, Inc. Project) Series 2015B-1 Tax Exempt Mandatory Paydown Securities (TEMPS-80) in original aggregate principal amount of $24,750,000 (the "Series 2015B-1 Bonds") and its Retirement Facility Revenue Bonds (Buckingham Senior Living Community, Inc. Project) Series 2015B-2 Tax-Exempt Mandatory Paydown Securities (TEMPS-50) in original aggregate principal amount of $33,750,000 (the "Series 2015B-2 Bonds," and together with the Series 2015A Bonds and the Series 2015B-1 Bonds, the "Series 2015 Bonds" and together with the Series 2007 Bonds and Series 2014 Bonds, the "Bonds") pursuant to the Indenture of Trust dated as of August 1, 2015 (the "2015 Bond Indenture") between the Issuer and the 2015 Bond Trustee. Certain Events of Default have occurred and are continuing under the Bond Documents (as defined in the 2015 Bond Indenture). 525295.000012 25024528.9525295.000012 25024528.9

In accordance with that certain Second Amended and Restated Forbearance Agreement, dated as of March 31, 2021, between the Company and the Trustee and in accordance with the Escrow Addendum of the Residency Agreement (as hereinafter defined), the Company has agreed to escrow Entrance Fees (as defined below) for the benefit of residents entering into a Residency Agreement on or after March 31, 2021 (each such resident, a "Resident"). The Company has requested that the Escrow Agent receive, hold, and disburse the entrance fees (the "Entrance Fees") of Residents paid pursuant to their applicable residency agreements (the "Residency Agreements") entered into by such Resident and the Company, from and after March 31, 2021 to, but not including, the date the Company delivers the Trigger Date Notice (as hereinafter defined). The purpose of the Agreement is for the protection of the prospective Resident.

The Escrow Agent acknowledges that it is willing to receive, hold, and disburse the Escrowed Funds (as defined below) in escrow in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. **Appointment.** The Company hereby designates and appoints the Escrow Agent as the Escrow Agent to receive, hold, and disburse the Escrowed Funds (as defined below), and the Escrow Agent hereby accepts such appointment to receive, hold, and disburse the Escrowed Funds upon the terms and subject to the conditions set forth in this Agreement.

2. **Escrowed Funds.** On each date from and after the date of this Agreement (but before the date the Company delivers the Trigger Date Notice, as defined below) on which a Resident of a living unit at the Buckingham first occupies such living unit, the Company shall promptly transmit such Entrance Fee paid on and prior to the Occupancy Date (as defined in the Residency Agreement) by such Resident (and released from the entrance fee escrow maintained in accordance with Texas Health and Safety Code §§ 246.071 – 246.0735), and any portion of the Entrance Fee received by the Company from the Resident after the Occupancy Date, to the Escrow Agent for deposit to the Escrow Account. The funds on deposit in the Escrow Account representing the Entrance Fees or any portion thereof paid by a Resident to the Company for deposit in escrow with the Escrow Agent shall remain the property of such Resident or such Resident's legal representative until refunded to the Resident or the Resident's legal representative or released by the Escrow Agent to the Trustee pursuant to Section 4 hereof. Such funds shall not be subject to any liens or charges by the Escrow Agent. The Escrow Agent shall hold all Entrance Fees deposited into the Escrow Account in escrow (the "Escrowed Funds") on the terms and conditions set forth in this Agreement.

3. **Deposit of Escrowed Funds.** During the term of this Agreement, the Entrance Fees shall be invested in a [*Type of Account*], which the Company agrees is in strict compliance with the requirements of section 345 of the Federal Bankruptcy Code, unless otherwise instructed in writing by the Company. The Escrow Account may bear interest at rates that may vary from time to time based upon market conditions. Written investment instructions, if any, shall specify the type and identity of the investments to be purchased and/or sold. The Escrow Agent is hereby authorized to execute purchases and sales of investments through the facilities of its own trading

or capital markets operations or those of any affiliated entity. The Escrow Agent or any of its affiliates may receive compensation with respect to any investment directed hereunder including without limitation charging an agency fee in connection with each transaction. The Company recognizes and agrees that the Escrow Agent will not provide supervision, recommendations or advice relating to either the investment of moneys or the purchase, sale, retention or other disposition of any investment described herein. The Escrow Agent shall not have any liability for any loss sustained as a result of any investment in an investment made pursuant to the terms of this Agreement or as a result of any liquidation of any investment prior to its maturity or for the failure of the Company to give the Escrow Agent instructions to invest or reinvest the funds. The Escrow Agent shall have the right to liquidate any investments held in order to provide funds necessary to make required payments under this Agreement.

4. Release of Escrowed Funds.

(a) The Escrow Agent shall hold all funds in escrow and shall not disburse any Escrowed Funds from the Escrow Account except in accordance with written instructions as described below:

(i) Transfer Upon Termination of Residency Agreement prior to Trigger Date. Prior to the date on which a restructuring or refinancing of all or substantially all of the Bonds is consummated (the scheduled date of such restructuring or refinancing, the "Trigger Date"), Escrowed Funds shall be released in accordance with this Section 4(a)(i). Within four (4) Business Days following delivery of a notice from the Company to the Escrow Agent, with a copy to the Resident and the Trustee, in the form of **Attachment A** attached hereto (a "Disbursement Notice (Pre-Trigger Date)"), the Escrow Agent shall release to the Resident, in accordance with instructions set forth in the Disbursement Notice (Pre-Trigger Date), such portion of a Resident's Entrance Fee escrowed with the Escrow Agent, of any Resident at Buckingham who terminates the Residency Agreement or whose Residency Agreement is otherwise terminated in accordance with the terms thereof and who, prior to the Trigger Date, complies with all other requirements set forth in the Residency Agreement to terminate the Residency Agreement (a "Termination of Residency Agreement"). The Company shall deliver a Disbursement Notice (Pre-Trigger Date) with respect to the applicable Resident within fifteen (15) Business Days after the date of the Termination of Residency Agreement, provided that the Termination of Residency Agreement occurs before the Trigger Date.

(ii) Trigger Date Notice and Disbursement. No later than fifteen (15) Business Days prior to the Trigger Date, the Company and the Trustee shall deliver to the Escrow Agent and the Company shall provide each Resident a notice in the form attached hereto as **Attachment B** (the "Trigger Date Notice"), setting forth the Trigger Date and the last date, which shall be five (5) Business Days prior to the Trigger Date, by which a Resident can give notice of termination of the Residency Agreement in accordance with Section 7.2 of the Residency Agreement (a "Notice of Termination"). The Business Day prior to the Trigger Date, the Company shall give the Escrow Agent a notice in the form attached hereto as **Attachment C**, identifying each Resident who has delivered a Notice of Termination no later than the fifth (5^{th}) Business Day prior to the Trigger Date. All Escrowed Funds on deposit on the Trigger Date, other than those credited in the name of a Resident identified in Attachment C, shall be disbursed to the Trustee. Escrowed Funds on deposit on the

Trigger Date credited in the name of a Resident identified in Attachment C shall remain in escrow and distributed in accordance with Section 4(a)(iii) below.

(iii) Transfer after the Trigger Date. Escrowed Funds of any Resident who delivered a Notice of Termination and no later than sixty (60) days after the Trigger Date complies with all other requirements set forth in the Residency Agreement to terminate the Residency Agreement, including vacating occupancy at Buckingham, shall be released to the Resident in accordance with this Section 4(a)(iii). Within fifteen (15) Business Days of the Termination of Residency Agreement, the Company shall deliver a notice from the Company to the Escrow Agent, with a copy to the Resident, in the form of **Attachment D** attached hereto (a "Disbursement Notice (Post-Trigger Date)," and together with a Disbursement Notice (Pre-Trigger Date), a "Disbursement Notice"). Within four (4) Business Days of the delivery of such Disbursement Notice (Post-Trigger Date), the Escrow Agent shall release, in accordance with instructions set forth in such notice, to the Resident such portion of a Resident's Entrance Fee escrowed with the Escrow Agent. Any amount remaining in the Escrow Fund ninety (90) days after the Trigger Date (that is, Escrow Funds of Residents who gave a Notice of Termination but did not comply with all other requirements set forth in the Residency Agreement to terminate the Residency Agreement, including vacating occupancy at Buckingham) shall be released to the Trustee for deposit under the Bond Documents.

(b) The Escrow Agent shall not be responsible for performing any calculations or determining the accuracy or veracity of any notices delivered with regards to this Section 4 and shall act solely upon written instructions as provided for herein.

(c) In providing instructions as to the release of Escrowed Funds to a Resident, the Company shall comply with the provisions for the return of Entrance Fees set forth in the Residency Agreement. Any time that the Company provides notice to a Resident pursuant to this Agreement, a copy shall be provided to the Trustee.

5. Security Procedures. In the event a Disbursement Notice is issued (other than in writing at the time of execution of this Agreement), whether in writing, by facsimile or otherwise, the Escrow Agent is authorized to seek confirmation of such instructions by telephone call-back to the person or persons designated on **Schedule 1** hereto, and the Escrow Agent may rely upon the confirmation of anyone purporting to be the person or persons so designated. The persons and telephone numbers for call-backs may be changed only in a writing actually received and acknowledged by the Escrow Agent. If the Escrow Agent is unable to contact any of the authorized representatives identified in **Schedule 1**, the Escrow Agent is hereby authorized to seek confirmation of such instructions by telephone call-back to any one or more of the Company's executive officers ("Executive Officers"), which shall include the titles of Chair, Secretary or Treasurer, as the Escrow Agent may select. Such Executive Officer shall deliver to the Escrow Agent a fully executed incumbency certificate, and the Escrow Agent may rely upon the confirmation of anyone purporting to be any such officer. The Escrow Agent and the beneficiary's bank in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by the Company to identify (a) the beneficiary, (b) the beneficiary's bank, or (c) an intermediary bank. The Escrow Agent may apply any of the escrowed funds for any payment order it executes using any such identifying number, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank designated. The Company acknowledges that these security procedures are commercially reasonable.

6. Escrow Agent.

(a) The Escrow Agent shall have only those duties as are specifically and expressly provided herein, which shall be deemed purely ministerial in nature, and no other duties shall be implied. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of, nor have any requirements to comply with, the terms and conditions of any other agreement, instrument, or document between the Parties, in connection herewith, if any, nor shall the Escrow Agent be required to determine if any person or entity has complied with any such agreements, nor shall any additional obligations of the Escrow Agent be inferred from the terms of such agreements, even though reference thereto may be made in this Agreement. For purposes of this Agreement, in the event of any conflict between the terms and provisions of this Agreement and any other agreement among the Parties, the terms and conditions of this Agreement shall control. The Escrow Agent may rely upon and shall not be liable for acting or refraining from acting upon any written notice, document, instruction, or request furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper Party or Parties without inquiry and without requiring substantiating evidence of any kind. The Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy, or content of any such document, notice, instruction, or request.

(b) The Escrow Agent shall not be liable for any action taken, suffered, or omitted to be taken by it in good faith except to the extent that a final adjudication of a court of competent jurisdiction determines that the Escrow Agent's gross negligence or willful misconduct was the primary cause of any loss to either other Party. In the event that the Escrow Agent shall be uncertain or believes there is some ambiguity as to its duties or rights hereunder or shall receive instructions, claims, or demands from any Party hereto which, in its opinion, conflict with any of the provisions of this Agreement, it shall be entitled to refrain from taking any action and its sole obligation shall be to keep safely all property held in escrow until it shall be given a direction in writing by the Parties which eliminates such ambiguity or uncertainty to the satisfaction of Escrow Agent or by a final and non-appealable order of a court of competent jurisdiction. The Parties agree to pursue any redress or recourse in connection with any dispute without making the Escrow Agent a party to the same. Anything in this Agreement to the contrary notwithstanding, in no event shall the Escrow Agent be liable for special, incidental, punitive, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. It is the intention of the Parties hereto that Escrow Agent shall never be required to use, advance or risk its own funds or otherwise incur financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

(c) The Escrow Agent undertakes to perform all duties which are expressly set forth herein for a fee as described in **Schedule 2**, which shall be promptly paid by the Company. The Escrow Agent shall also be entitled to reimbursement by the Company for all reasonable expenses, disbursements, and advances actually incurred or made by the Escrow Agent in accordance with any of the provisions of this Agreement (including the reasonable compensation and the expenses and disbursements of its counsel and of all persons not regularly in its employ), exclusive of any such expense, disbursement, or advance that may arise from its own gross negligence or willful misconduct, as finally determined by a court of competent jurisdiction.

7. Successor Escrow Agent.

The Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving thirty (30) days advance notice in writing of such resignation to the Parties specifying a date when such resignation shall take effect. If the Parties fail to appoint a successor escrow agent prior to the expiration of thirty (30) days following receipt of the notice of resignation, the Escrow Agent may petition a court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon all of the Parties hereto. The Escrow Agent's sole responsibility after such thirty (30) day notice period expires shall be to hold the Escrowed Funds (without any obligation to reinvest the same) and to deliver the same to a designated substitute escrow agent, if any, or in accordance with the directions of a court of competent jurisdiction, at which time of delivery Escrow Agent's obligations hereunder shall cease and terminate. The Escrow Agent shall have the right to make demand on the Company for any amount due and owing to the Escrow Agent under this Agreement.

8. Disclosures; TIN; Tax Reporting.

(a) Patriot Act Disclosure. Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 ("USA PATRIOT Act") requires the Escrow Agent to implement reasonable procedures to verify the identity of any person that opens a new account with it. Accordingly, the Parties acknowledge that Section 326 of the USA PATRIOT Act and the Escrow Agent's identity verification procedures require the Escrow Agent to obtain information which may be used to confirm the Parties identity including without limitation name, address, and organizational documents ("identifying information"). The Parties agree to provide the Escrow Agent with and consent to the Escrow Agent obtaining from third parties any such identifying information required as a condition of opening an account with or using any service provided by the Escrow Agent.

(b) Taxpayer Identification Numbers ("TIN"). The Company shall provide the Escrow Agent with fully executed IRS Form W-8 or W-9 for the Company and/or other reasonably required documentation. The Company represents that its correct TIN assigned by the IRS, or any other taxing authority, is set forth in the delivered forms, as well as in the Substitute IRS Form W-9 set forth on the signature page of this Agreement with or using any service provided by the Escrow Agent.

(c) Tax Reporting. Interest, if any, or other income earned under this Agreement shall be allocated to the Company and reported, as and to the extent required by law, by the Escrow Agent to the IRS, or any other taxing authority, on IRS Form 1099 or 10425 (or other appropriate form) as income earned from the Escrowed Funds by the Company whether or not said income has been distributed during such year. Any other tax returns required to be filed will be prepared and filed by the Company with the IRS and any other taxing authority as required by law. The Parties acknowledge and agree that Escrow Agent shall have no responsibility for the preparation and/or filing of any income, franchise or any other tax return with respect to the Escrowed Funds. The Parties further acknowledge and agree that any taxes payable from the income earned on the investment of any sums held in the Escrowed Funds shall be paid by the Company. In the absence of written direction from the Parties, all proceeds of the Escrowed Funds shall be retained in the Escrowed Funds and reinvested from time to time by the Escrow Agent as provided in this Agreement. Escrow Agent shall withhold any taxes it deems appropriate, including but not limited to the required withholding in the absence of proper tax documentation, and shall remit such taxes to the appropriate authorities.

9. Notices.

All notices, requests, demands, and other communications hereunder shall be given in writing and shall be sent by electronic transmission with a copy to the Parties at their respective addresses delivered by private overnight mail courier service. The respective addresses to be used for all such notices, demands or requests are as follows:

If to the Trustee:	Virginia A. Housum, Senior Vice President UMB Bank, N.A. 120 South 6th Street, Suite 1400 Minneapolis, Minnesota 55403 E-mail: Virginia.Housum@umb.com
With a copy to:	Poonam Patidar, Esq. Mintz Levin Cohn Ferris Glovsky & Popeo, PC One Financial Center Boston, Massachusetts 02111 E-mail: ppatidar@mintz.com:
If to the Company:	Michael Wyse 51 JFK Parkway Short Hills, NJ 07078 Email: mwyse@wyseadvisorsllc.com
With a copy to:	Thompson & Knight LLP Attention: Demetra Liggins 811 Main Street, Suite 2500 Houston, Texas 77002 Email: Demetra.Liggins@tklaw.com and Greystone Management Services Attention: Jim Knox 225 East John Carpenter Freeway, Suite 700 Irving, Texas 75062 Email: Jknox@greystonecommunities.com

If to Escrow Agent: Doug Milner, Senior Vice President
Regions Bank
Corporate Trust
3773 Richmond Avenue, Suite 1100
Houston, Texas 77046
Email: Doug.Milner@Regions.com

With a copy to: Schulman, Lopez, Hoffer & Adelstein, LLP
Attention: Janet Vaughan Robertson
1017 Heights Boulevard
Houston, Texas 77008
Email: jrobertson@slh-law.com

If to a Resident, in accordance with the notice provisions of such Resident's Residency Agreement.

Any Party to this Agreement may change its address for the purposes of this Agreement by giving notice thereof in accordance with this Section.

10. Indemnity. Company agrees to defend and indemnify Escrow Agent and its officers, directors, partners, employees and agents (each herein called an "Indemnified Party") against and to hold each Indemnified Party harmless from and against any and all claims, losses, liabilities, damages, deficiencies, penalties, costs and expenses (including, without limitation, reasonable attorney's fees and disbursements, whether for internal or external counsel) resulting from (i) any breach by Company of this Agreement or of any Residency Agreement entered into with a Resident from whom a Deposit has been collected and deposited in escrow with Escrow Agent, (ii) any gross negligence, willful misconduct or violation of law or regulation by Company, (iii) any incomplete or erroneous data or information furnished by or for Company to Escrow Agent, (iv) any claim of any third party, including, but not limited to, a claim by a Resident or a Resident's legal representative that Escrow Agent is responsible for any act or omission of Company or any of its directors, officers, employees, agents or representatives, (v) any failure of Company to perform its obligations with respect to the distribution of Escrow Agent's Privacy Policy Notice and its Deposit Terms and Conditions and other consumer disclosures as described in section 12 of this Agreement, (vi) the execution, delivery or performance of this Agreement by such Indemnified Party, and (vii) the compliance or attempted compliance by any Indemnified Party with any instruction or direction upon which the Escrow Agent is authorized to rely under this Agreement, except to the extent that any such loss, liability or expense may result from the gross negligence or willful misconduct of such Indemnified Party, as finally determined by a court of competent jurisdiction. **IT IS THE EXPRESS INTENT OF THE COMPANY TO INDEMNIFY EACH OF THE INDEMNIFIED PARTIES FOR, AND HOLD THEM HARMLESS AGAINST, THEIR OWN NEGLIGENT ACTS OR OMISSIONS.**

11. Right of Interpleader.

Notwithstanding anything contained herein to the contrary, should any controversy arise involving the Parties hereto or any of them or any other person, firm or entity with respect to this Agreement or the Escrow Account, or should a substitute escrow agent fail to be designated as provided in Section 7 hereof, or if Escrow Agent should be in doubt as to what action to take, Escrow Agent shall have the right, but not the obligation, ether to (a) withhold delivery of funds held in the Escrow Account until the controversy is resolved, the conflicting demands are withdrawn or its doubt is resolved or (b) institute a petition for interpleader in any court of competent jurisdiction to determine the rights of the Parties hereto. In the event Escrow Agent is a party to any dispute, Escrow Agent shall have the additional right to refer such controversy to binding arbitration. Should a petition for interpleader be instituted, or should Escrow Agent be threatened with litigation or become involved in litigation or binding arbitration in any manner whatsoever in connection with this Agreement or the Escrow Account, the Company agrees to reimburse Escrow Agent for its attorneys' fees and any and all other expenses, losses, costs and damages incurred by Escrow Agent in connection with or resulting from such threatened or actual litigation or arbitration prior to any disbursement hereunder.

12. Miscellaneous.

(a) Accounting. Every month, the Escrow Agent will provide the Company and Trustee with an accounting of the Entrance Fees deposited into the Escrow Account, including the contract number of the Resident from whom the Entrance Fee was collected, the amount of such Entrance Fees, and all disbursements from the Escrow Account.

(b) Waiver. A waiver of any of the provisions of this Agreement shall not constitute and shall not be deemed a waiver of any other provision of this Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in writing. Except as otherwise provided in this Agreement, any failure of any of the Parties to comply with any obligation, representation, warranty, covenant, agreement, or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver.

(c) Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the Parties, whether oral or written.

(d) Amendment and Termination. This Agreement may be amended only by the express written consent of the Parties hereto, which consent on the part of the Escrow Agent shall not be unreasonably withheld or delayed if the duties or responsibilities of the Escrow Agent are not increased by such amendment. This Agreement will terminate upon the occurrence the later of (1) the distribution of the entire Escrowed Funds in accordance with the terms and provisions of this Agreement, and (2) the Trigger Date.

(e) Headings. The headings in this Agreement are for reference purposes and shall not affect the meaning or interpretation of this Agreement.

(f) Applicable Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The Parties further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement.

(g) Severability. If any term or provision of this Agreement or the application thereof to any entity or person or circumstance is or to any extent shall become invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to entities, persons, or circumstances other than those held invalid or unenforceable under the laws now or hereafter in effect in the jurisdiction governing this Agreement, shall not be affected thereby, and each term and provision shall be held valid and enforceable to the greatest possible extent.

(h) Counterparts. This Agreement may be executed in one or more counterparts. Each such counterpart, when executed and delivered, shall be an original, but all such counterparts together shall constitute a single document. Signature and acknowledgement pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document. Executed signature pages may be delivered by facsimile or email and, when so delivered, shall have the same force and effect as an original.

(i) Construction. The Company, the Trustee, the Escrow Agent and their respective legal counsel actively participated in the negotiation and drafting of this Agreement, and in the event of any ambiguity or mistake herein, or any dispute with respect to the provisions hereof, no provision of this Agreement shall be construed unfavorably against any of the Parties on the ground that he, it, or his or its counsel was the drafter thereof.

(j) Business Day. For purposes of this Agreement, "Business Day" shall mean any day other than a Saturday, a Sunday, or any other day on which banks doing business in the State of the Escrow Agent's domicile are authorized or required to be closed for business.

(k) Time of Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

(l) Compliance with Court Orders. In the event that any escrow property (including, without limitation, the Escrowed Funds) shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the property deposited under this Agreement, the Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders, or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, and in the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the Parties hereto or to any other person, entity, firm or corporation, by reason of such compliance notwithstanding such writ, order or decree be subsequently reversed, modified, annulled, set aside, or vacated.

(m) Liens. The Company hereby (i) affirms the Trustee's first priority lien on the Entrance Fees granted under the Bond Documents, (ii) further affirms that any Entrance Fees not otherwise released to the Residents pursuant to the terms hereof shall be subject to such lien and (iii) grants the Trustee a security interest in its rights hereunder including its rights to receive any Entrance Fees.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth above.

BUCKINGHAM SENIOR LIVING COMMUNITY, INC.

By____
Name: Michael Wyse
Its: Chair of the Board

REGIONS BANK, as Escrow Agent,

By____
Name: Doug Milner
Its: Senior Vice President

UMB BANK, N.A., as Trustee

By____
Name:
Its:

Attachment A

DISBURSEMENT NOTICE

(For Termination of Residency Agreement prior to the Trigger Date)

Reference is made to the Escrow Agreement, dated as of June 25, 2021 (the "Escrow Agreement"), among BUCKINGHAM SENIOR LIVING COMMUNITY, INC. ("Company"), UMB BANK, N.A., as trustee (the "Trustee") and REGIONS BANK, an Alabama banking corporation, as escrow agent ("Escrow Agent"). Capitalized terms used but not otherwise defined herein have the meanings given them in the Escrow Agreement.

Under the Escrow Agreement, the Escrow Agent holds in the Escrow Account the Entrance Fee for the Resident identified below. The Company hereby requests return to the Resident of the Entrance Fee. The Escrow Agent shall transfer such amounts in accordance with the instructions set forth in Exhibit 1 attached hereto (for the amount to be returned to the Resident or the Resident's legal representative).

Name of Resident: ____________________

Amount of Entrance Fee: ____________________

Amount to be returned to Resident: ____________________

This request is being made because:

- ☐ The Resident has terminated the Residency Agreement.
- ☐ The Resident has died.
- ☐ The Company canceled the Residency Agreement and requests the return of the Entrance Fee to the Resident or the Resident's legal representative.

Disbursement Notice Signature Page

Dated this _____ day of _____________, 20___.

BUCKINGHAM SENIOR LIVING COMMUNITY, INC.

By:______________________________
Name:
Title:

Exhibit 1 to Disbursement Notice

Remittance Instructions

Reference is made to the Escrow Agreement, dated as of June 25, 2021 (the "Escrow Agreement"), among BUCKINGHAM SENIOR LIVING COMMUNITY, INC. ("Company"), UMB BANK, N.A., as trustee (the "Trustee") and REGIONS BANK, an Alabama banking corporation, as escrow agent ("Escrow Agent"). Capitalized terms used but not otherwise defined herein have the meanings given them in the Escrow Agreement.

Resident's Name: ______________________________________

Residency Agreement Date: _______________

Amount of Refund: $_______________

Payment to be made as follows:

- ❑ by check
- ❑ by wire transfer

Payee: ___________________________

Address: ___________________________

If by wire transfer:

Bank: ___________________________

ABA No.: ___________________________

Account No. ___________________________

Dated this _____ day of ______________, 20___.

BUCKINGHAM SENIOR LIVING COMMUNITY, INC.

By:_______________________________
Name:
Title:

Attachment B

TRIGGER DATE NOTICE

Reference is made to the Escrow Agreement, dated as of June 25, 2021 (the "Escrow Agreement"), among BUCKINGHAM SENIOR LIVING COMMUNITY, INC. ("Company"), UMB BANK, N.A., as trustee (the "Trustee") and REGIONS BANK, an Alabama banking corporation, as escrow agent ("Escrow Agent"). Capitalized terms used but not otherwise defined herein have the meanings given them in the Escrow Agreement.

The Company hereby notifies you that the Trigger Date has been set as ___________, 202_.

The last day that a Resident can give a notice of termination in accordance with Section _________ of the Residency Agreement, as amended by the Addendum, is ___________, 202_.

Dated this _____ day of _____________, 20___.

BUCKINGHAM SENIOR LIVING COMMUNITY, INC.

By:____________________________
Name:
Title:

Attachment C

Reference is made to the Escrow Agreement, dated as of June 25, 2021 (the "Escrow Agreement"), among BUCKINGHAM SENIOR LIVING COMMUNITY, INC. ("Company"), UMB BANK, N.A., as trustee (the "Trustee") and REGIONS BANK, an Alabama banking corporation, as escrow agent ("Escrow Agent"). Capitalized terms used but not otherwise defined herein have the meanings given them in the Escrow Agreement.

The Residents who have provided a Notice of Termination in advance of the Trigger Date are identified on Exhibit 1 attached hereto.

The Company directs the Escrow Agent to transfer all Escrowed Funds other than the Escrowed Funds credited to the Residents identified on Exhibit 1 in accordance with the instructions attached hereto as Exhibit 2.

Dated this _____ day of _____________, 20___.

BUCKINGHAM SENIOR LIVING COMMUNITY, INC.

By:_____________________________
Name:
Title:

Exhibit 1 to Attachment D

Residents who have provided a Notice of Termination in advance of the Trigger Date

Reference is made to the Escrow Agreement, dated as of June 25, 2021 (the "Escrow Agreement"), among BUCKINGHAM SENIOR LIVING COMMUNITY, INC. ("Company"), UMB BANK, N.A., as trustee (the "Trustee") and REGIONS BANK, an Alabama banking corporation, as escrow agent ("Escrow Agent"). Capitalized terms used but not otherwise defined herein have the meanings given them in the Escrow Agreement.

Name	Date of Residency Agreement	Entrance Fee Amount
______________________________	____________________________	____________________
______________________________	____________________________	____________________
______________________________	____________________________	____________________
______________________________	____________________________	____________________
______________________________	____________________________	____________________
______________________________	____________________________	____________________

Dated this _____ day of _____________, 20___.

BUCKINGHAM SENIOR LIVING COMMUNITY, INC.

By:_____________________________

Name:

Title:

Exhibit 2 to Attachment D

Reference is made to the Escrow Agreement, dated as of June 25, 2021 (the "Escrow Agreement"), among BUCKINGHAM SENIOR LIVING COMMUNITY, INC. ("Company"), UMB BANK, N.A., as trustee (the "Trustee") and REGIONS BANK ("Escrow Agent"). Capitalized terms used but not otherwise defined herein have the meanings given them in the Escrow Agreement.

Escrowed Amount: $______________

Deposit amount noted above to the Trustee

at ________________Bank (account no. _________________).

Dated this _____ day of _____________, 20___.

BUCKINGHAM SENIOR LIVING COMMUNITY, INC.

By:_____________________________

Name:

Title:

Attachment D

DISBURSEMENT NOTICE

(For Termination of Residency Agreement after the Trigger Date)

Reference is made to the Escrow Agreement, dated as of June 25, 2021 (the "Escrow Agreement"), among BUCKINGHAM SENIOR LIVING COMMUNITY, INC. ("Company"), UMB BANK, N.A., as trustee (the "Trustee") and REGIONS BANK, an Alabama banking corporation, as escrow agent ("Escrow Agent"). Capitalized terms used but not otherwise defined herein have the meanings given them in the Escrow Agreement.

Under the Escrow Agreement, the Escrow Agent holds in the Escrow Account the Entrance Fee for the Resident identified below. The Company hereby requests return to the Resident of the Entrance Fee. The Escrow Agent shall transfer such amounts in accordance with the instructions set forth in Exhibit 1 attached hereto (for the amount to be returned to the Resident).

Name of Resident: ____________________

Amount of Entrance Fee: ____________________

Amount to be returned to Resident: ____________________

This request is being made because the Resident has terminated the Residency Agreement.

Dated this ______ day of ______________, 20___.

BUCKINGHAM SENIOR LIVING COMMUNITY, INC.

By:_______________________________
Name:
Title:

Exhibit 1 to Disbursement Notice

Remittance Instructions

Reference is made to the Escrow Agreement, dated as of June 25, 2021 (the "Escrow Agreement"), among BUCKINGHAM SENIOR LIVING COMMUNITY, INC. ("Company"), UMB BANK, N.A., as trustee (the "Trustee") and REGIONS BANK, an Alabama banking corporation, as escrow agent ("Escrow Agent"). Capitalized terms used but not otherwise defined herein have the meanings given them in the Escrow Agreement.

Resident's Name: ______________________________________

Residency Agreement Date: _______________

Amount of Refund: $_______________

Payment to be made as follows:

❑ by check

❑ by wire transfer

Payee: ___________________________

Address: ___________________________

If by wire transfer:

Bank: ___________________________

ABA No.: ___________________________

Account No. ___________________________

Dated this _____ day of ______________, 20___.

BUCKINGHAM SENIOR LIVING COMMUNITY, INC.

By:_______________________________

Name:

Title: